IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

MONDAY, THE NINETEENTH DAY OF SEPTEMBER
TWO THOUSAND AND FIVE

PRESENT

THE HON'BLE SRI BILAL NAZKI, THE ACTING CHIEF JUSTICE

and
THE HON'BLE SRI JUSTICE R.SUBHASH REDDY

-

WRIT APPEAL NO : 1741 of 2005

(Writ Appeal under Clause 15 of the Letters Patent against the Order dated 27/06/2005 in WP NO : 4990 OF 2005 on the file of the High Court.)

Between:

B.V.Subba Reddy Constructions,

H.No.5-8-51/1, Fathe Sultan Lane,

rep.by its G.P.A.Holder
R.Muthaiah, S/o.Basavaiah,

flat No.201, Bhavyas Lakshmi Krishna Residence,
Venkataramana Colony, Kairatabad, Hyderabad.

..... APPELLANT

AND

1 Govt. of A.P., rep.by its Secretary,

Irrigation & C.A.D/(P.W)Department,

Secretariat buildings, Hyderabad, and 2 others.

.....RESPONDENTS

JUDGMENT: (Per Hon'ble Sri Bilal Nazki, The Acting Chief Justice)

This Writ Appeal is filed against an order passed by the learned single Judge in W.P.No.4990 of 2005, dated 27-06-2005.

Case, in brief, of the writ petitioner was that he was a contractor and had paid the enhanced seigniorage fee, which was deducted from the bills in terms of Clause 26.16 of the agreement entered into between the petitioner and the respondents. Clause 26.16 is reproduced below:

> "Seigniorage charges:
>
> Seigniorage charges will be recovered from the work bills of the contractor, based on the theoretical requirements of materials at the following rates.

S.No.	Material	Seigniorage

1.2.3.4.5.6.	SandMetalRR stone for masonryRevetment stoneC.R.S.StoneGarvelly soils	Rs.30.00/cum.Rs.33.00/cum.Rs.33.00/cum.Rs.33.00/cum.Rs.33.00/cum.Rs.13.00/cum.

The rates are liable to be revised and amended from time to time by the State Government, by notification in the "Andhra Pradesh Gazette". If the revised seigniorage fee is more than the above mentioned, the recovery from the contractor's bills is as per revised rates.

Petitioner's case is that after his contract, respondent-Department entered into contract with certain other parties, and the increased seigniorage charges were allowed to be reimbursed by orders of Government. The rights and liabilities of the petitioner are covered by the agreement, which he entered into with respondents. It is not even his case that he has any right whatsoever to get the estimates enhanced under this agreement, but, since, subsequently such a concession was given to other contractors, therefore, this concession should be given to him.

We fail to understand how such a concession could be given to the petitioner, when he has entered into an agreement with his eyes open and has even allowed the respondents to deduct the enhanced rates of seigniorage from his bills. Writ petition as well as the Writ Appeal are misconceived.

Hence, the Writ Appeal is dismissed. No costs.

(Bilal Nazki, A.C.J)

19th September, 2005

(R.Subhash Reddy, J)

LUR